#### REQUEST FOR PROPOSAL

#### ADMINISTRATIVE AND PROGRAM SUPPORT TO JEFFCAP'S AMERICAN RECOVERY AND REINVESTMENT ACT WEATHERIZATION ASSISTANCE PROGRAM



RFP No.: 0204

Proposal Receipt Date: February 10, 2010

Proposal Receipt Time: 04:00 p.m.

Jefferson Parish Department of Purchasing P. O. Box 9 Gretna, Louisiana 70053

(504)364-2678

### TABLE OF CONTENTS

#### PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Background
	1.1.1 Purpose
	1.1.2 Goals and Objective
1.2	Schedule of Events
1.3	Proposal Submittal
1.4	Proposal Response Format
	1.4.1 Number of Response Copies
	1.4.2 Legibility/Clarity
1.5	Confidentiality
1.6	Proposal Clarifications Prior to Submittal
	1.6.1 Pre-proposal Conference
	1.6.2 Proposer Inquiry Period
1.7	Proposal Guarantee
1.8	Performance Bond
1.9	Changes, Addenda, Withdrawals
1.10	Cost of Offer Preparation
1.11	Non-negotiable Contract Terms
1.12	Taxes8
1.13	Proposal Validity 8
1.14	Prime Contractor Responsibilities
1.15	Written or Oral Discussions/Presentations
1.16	Acceptance of Proposal Content
1.17	Contract Negotiations
1.18	Cancellation of RFP or Rejection of Proposals
1.19	Evaluation and Selection9
1.20	Award9
	1.20.1 The Parish intends to award to a single Proposer
	1.20.2 Award shall be made to the Proposer whose proposal conforming to the
	RFP9
	1.20.3 The award may be made on the basis of the initial offer
1.21	Notice of Intent to Award
1.22	Insurance Requirements
1.23	Indemnification
1.24	Fidelity Bond Requirements
1.25	Payment for Services
1.26	Termination
	The Parish may terminate this contract to comply with terms and conditions of the Contract
1.26.2	Parish may terminate contract by giving thirty day written notice
1.26.3	Contract is contingent upon appropriation of funds

1.27	Assignment
1.28	No Guarantee of Quantities
1.29	Audit of Records
1.30	EEOC and ADA Compliance
1.31	Record Retention
1.32	Record Ownership
1.33	Content of Contract/Order of Precedence
1.34	Contract Changes
1.35	Substitution of Personnel
1.36	Force Majeure
1.37	Governing Law
1.38	Claims or Controversies
PAR'	Γ II. SCOPE OF WORK/SERVICES
2.1	Scope of Work/Services
2.2	Period of Agreement
2.3	Price Schedule
2.4	Deliverables
2.5	Location
2.6	Proposal Elements
	2.6.1 Financial
	2.6.2 Technical
PAR'	Γ III. EVALUATION
3.1	Financial Proposal
3.2	Technical Proposal 17
PAR'	Γ IV. ADDITIONAL ATTACHMENTS
	A44-14 ((A 2) I D
•	Attachment "A" Insurance Requirements
•	Corporate Resolution
•	Signature Page20
•	Copy of Advertisement

## REQUEST FOR PROPOSAL FOR

## ADMINISTRATIVE AND PROGRAM SUPPORT TO JEFFCAP'S AMERICAN RECOVERY AND REINVESTMENT ACT WEATHERIZATION ASSISTANCE PROGRAM

#### 1.1 Background

Jefferson Community Action Program (JeffCAP) participates in the Louisiana Association of Community Action Partnership's ARRA Weatherization Assistance Program for the 2008 and 2009 fiscal years. The objective of this program is to increase the energy efficiency of dwellings owned or occupied by low-income person, reduce their total residential energy expenditures, and improve their health and safety. Trained crews will install weatherization measures on eligible dwellings, such as insulation, sealing ducts, tuning and repairing heating and cooling systems, mitigating air infiltration, and reducing electric base load consumption.

JeffCAP request proposals from person(s) or legal entities (hereinafter referred to as "Firm") to provide administrative and program support for these activities.

#### 1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 21587 from bona fide, qualified proposers who are interested in providing administrative and program support to JeffCAP's ARRA Weatherization Assistance Program for the 2009 fiscal year.

#### 1.1.2 Goals and Objectives

JeffCAP desires to retain Firm to provide administrative and program support for the ARRA Weatherization Assistance Program in the following areas, including but not limited to:

- Growth and Capacity-building Plans
- 2. Case Management
- 3. Supply Chain Management
- 4. Contractor Management
- 5. Quality Assurance
- 6. Regulatory Compliance and Reporting
- Other Administrative or Program Support Needs

<u>Firm Qualifications:</u> Firm must be experienced in providing administrative and program support to similar local, state, and/or federal programs.

The most qualified Firm will be selected to provide administrative and program support to the JeffCAP ARRA Weatherization Assistance Program.

#### 1.2 Schedule of Events

1.2	Scriedule of Events		
1 - 44	Concadio of Lygna	<u>Date</u>	Time (CST)
1.	RFP mailed to prospective proposers	01-07-2010	
2.	Pre-Proposal Conference	01-22-2010	
3.	Deadline to receive written inquiries		3 – 5 days after Pre-proposal Conference
4.	Deadline to answer written inquires		7 days after Receipt of inquiry
5.	Proposal Receipt Date	02-10-2010	4:00 PM
6.	Oral discussions with proposers, if applicable		To be scheduled
7.	Notice of Intent to Award to be mailed		To be scheduled (approx. 3 – 4 Weeks)
8.	Contract Ratification via resolution		To be scheduled After Council Resolution ratifying contract

NOTE: The Parish of Jefferson reserves the right to deviate from these dates.

#### 1.3 Proposal Submittal

All proposals shall be received by the Jefferson Parish Purchasing Department <u>no later</u> than date and time shown in the Schedule of Events.

## Important- Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: <u>Provide Administrative and Program Support to JeffCAP's ARRA Weatherization Assistance Program</u>
- Proposal No. <u>RFP0204</u>
- Proposal Receipt Date: February 10, 2010

Proposals will be received at:

Jefferson Parish Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

# PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

#### 1.4 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

A. <u>Cover Letter:</u> Containing summary of Proper's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the Parish. The letter shall be signed by a person having authority to commit the Proper to a contract. If the proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, <u>and</u> satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

- B. <u>Table of Contents:</u> Organized in the order cited in the format contained herein.
- C. <u>Proposer Qualifications and Experience:</u> History and background of Proposer, financial strength and stability, with related services.
- D. <u>Technical Proposal:</u> Illustrating and describing compliance with the RFP requirements.

- E. <u>Innovative Concepts:</u> Present innovative concepts, if any, not discussed above for consideration.
- F. <u>Project Schedule:</u> Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. <u>Financial Proposal:</u> Proposer's Fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish of Jefferson. Financial Proposals are to be submitted in a separate sealed envelope.

#### 1.4.1 Number of Response Copies -

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal. Additional copies may be submitted on CD-R/CD-RW media or 3-1/2" diskette as long as data on the disc is formatted in the Word program.

#### 1.4.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

#### 1.5 Confidentiality

All documents submitted to the parish are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, and may be released when a public records request is made by news media, competitors, or other interested parities, in accordance with the law.

If a Proposer deems any document submitted to the parish under this RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:4 or 4.1, or other provisions of law, the Proposer shall clearly mark the documents as "Confidential" prior to delivering or making them available to the Parish.

(1) If the parish receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the Proposer of such request;

(2) Provided, however, that if any action is commenced against the parish under the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold the parish harmless from any costs, damages, penalties or other consequences of the parish refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action,

will authorize the parish to voluntarily provide the information for disclosure under the supervision of the court;

- (3) The parish assumes no liability for disclosure or use of any document or portion of this RFP that has not been clearly marked as "confidential", or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.
- (4) The Proposer is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

"The data contained in Pages\_\_\_\_\_\_\_of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of Jefferson shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of Jefferson's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and mark "CONFIDENTIAL."

The Proposer shall not mark the entire proposal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, the Parish of Jefferson shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit the Parish of Jefferson from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting the parish in its evaluation of the proposal. The parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

#### 1.6 Proposal Clarifications Prior to Submittal

#### 1.6.1 Pre-proposal Conference:

January 22, 2010 at 10:00 a.m.
Jefferson Parish Purchasing Department
200 Derbigny Street
Suite 4400
General Government Building
Gretna, LA 70053

#### 1.6.2 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto.

Without exception, all questions MUST be in writing (even if an answer has already been give to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquires shall not be entertained thereafter.

Further, we realize that additional questions or requests for clarification may generate from the parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any parish employee or parish consultant. The parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitations section. Only those inquiries received by the established deadline shall be considered by the parish. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquires concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department 200 Derbigny Street, Suite 4400 Gretna, Louisiana 700053

E-Mail: Purchasing@jeffparish.net Phone: (504) 364-2678 Fax: (504) 364-2693

#### 1.7 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

#### 1.8 Performance Bond

NOT REQUIRED FOR THIS RFP.

#### 1.9 Changes, Addenda, Withdrawals

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

#### 1.10 Cost of Offer Preparation

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

#### 1.11 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination base4d on contingency of appropriation of funds. The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 105529. A copy may be obtained from the Parish Clerk's Office, 6<sup>th</sup> Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626.

#### 1.12 Taxes

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

#### 1.13 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's response in unacceptable and the Proposer is unwilling to extent the validity of its proposal.

#### 1.14 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The

Parish of Jefferson shall consider the selected Proposer to be the sole point of contact with regard to contractual matter, including payment of any and all charges resulting from the contract.

#### 1.15 Written or Oral Discussions/Presentation

Written or oral discussions may be conducted with the Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussion/presentations for clarification may be conducted to enhance the Parish's understanding of any or all the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

#### 1.16 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensures. Failure of the successful Proposer(s) to accept these obligations shall result in the rejection of the proposal.

#### 1.17 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation in all cases may include revision of non-mandatory terms, conditions and requirements, including fees. The Parish of Jefferson must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

#### 1.18 Cancellation of RFP or Rejection of Proposals

The parish of Jefferson reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is the best interest of the Parish to do so.

#### 1.19 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all the Proposers to make this determination. Written recommendation for award shall be made to the Jefferson Parish Council for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to the Parish of Jefferson, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the Parish.

#### **1.20** Award

- **1.20.1** Award shall be made to the Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to the Parish of Jefferson, considering price and other factors considered.
- 1.20.2 The award may be made on the basis of the initial offer or as noted in Part 1. 15.

#### 1.21 Notice of Intent to Award

The evaluation committee's recommendation for award shall be forwarded to the Jefferson Parish Council for selection.

After the selection of the Jefferson Parish Council the Department will notify all unsuccessful Proposers as to the outcome of the evaluation process.

#### 1.22 Insurance Requirements

Contractor shall furnish the Parish will certificates of insurance affecting coverage(s) required by the RFP (see Attachment "A"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

#### 1.23 Indemnification

Notwithstanding the above, the successful proposer shall protect, defend, indemnify, save and hold harmless the Parish of Jefferson, all parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by successful proposer as a result of any claim, demands, and/or causes of action expect those claims, demands, and/or causes of action arising out of the negligence of the Parish, its agents, and/or employees. The successful proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

#### 1.24 Fidelity Bond Requirements

#### NOT REQUIRED FOR THIS RFP.

#### 1.25 Payment for Services

The Contractor shall invoice JeffCAP at beginning of each month for all fees and services performed the previous month. Payments will be made by the JeffCAP approximately thirty (30) days after receipt of a properly executed invoice, and approval

by JeffCAP. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

#### 1.26 Termination

- **1.26.1** The Parish may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within ten (10\_ days after receipt of such notice, the Contractor shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the Parish written notice specifying the Parish's failure.
- **1.26.2** The Parish may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- **1.26.3** The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### 1.27 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Jefferson Parish Council, by council resolution.

#### 1.28 No Guarantee of Quantities

The parish of Jefferson does not guaranty that items listed in scope of work will provide a complete system. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal. The Parish of Jefferson does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

#### 1.29 Audit of Records

The monitoring and auditing of the Contractor's records shall be allowed to the Parish of Jefferson Finance Department and any other appropriate Parish entities.

#### 1.30 EEOC and ADA Compliance

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974; Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with this statutory obligation, when applicable, shall be grounds for termination of this contract.

#### 1.31 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years.

#### 1.32 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish of Jefferson, and shall, upon request, be returned by Contractor to the Parish of Jefferson, at Contractor's expense, at termination or expiration of this contract.

#### 1.33 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal.

#### 1.34 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Jefferson Parish Council.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### 1.35 Substitution of Personnel

The Parish intends to include in any contract resulting from this RFP the following condition: Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein/ A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

#### 1.36 Force Majeure

The Contractor or Parish of Jefferson shall be exempted from performance under the contract for any period that the Contractor or Parish of Jefferson is prevented from performing any services in whole or in part as result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or Parish of Jefferson has prudently and promptly acted to take any and all corrective steps that the Contractor or Parish of Jefferson can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

#### 1.37 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

#### 1.38 Claims or Controversies

Contractor does, by signing a contract pursuant to this RFP with the Parish, agrees that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

#### PART II SCOPE OF WORK/SERVICES

#### 2.1 Scope of Work/Services

#### SCOPE OF WORK

Firm shall provide administrative and program support to JeffCAP's ARRA Weatherization Assistance Program. This support will consist but not be limited to the following responsibilities:

- 1. Coordinate outside contractor and ensure that weatherization work is done in a timely and effective manner
- 2. Coordinate procurement of materials for homes
- 3. Coordinate Training Programs and Continuing Education Classes
- 4. Assist in development of policies and procedures

#### 2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on (or about) March 1, 2010, and shall terminate on February 28, 2011.

#### 2.3 Price Schedule

Proposer shall provide a price schedule for all requested items. Prices submitted shall be firm for the term of the contract, subject to adjustments made during Contract Negotiations. Prices should include delivery of all items F.O.B. destination.

#### 2.4 Deliverables

Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

#### 2.5 Location

The service is to be performed at various locations.

#### 2.6 Proposal Elements

#### 2.6.1 Financial

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the Parish to consider.

#### 2.6.2 Technical

Each proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

Plans and/or schedule for implementation, etc.

If available, three (3) references, with current contact information, for projects of similar or larger scope and size completed.

Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data.)

Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

#### **PART III EVALUATION**

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish of Jefferson, not on the basis of what may be inferred.

#### **3.1** Financial Proposal (Maximum of 50 Points)

The following financial criteria will be evaluated:

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost

The proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are excepted to be paid by the parish. Travel and other allowable expenses shall be reimbursed in accordance with the Parish's General Travel Regulations, within the limits established for Employees as defined by the Parish. All out of state travel will be subject to prior approval by the Department Director or his/her designee.

#### 3.2 Technical Proposal (Maximum of 250 Points )

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

Weighting Points

1.	QUALIFICATIONS AND EXPERIENCE  A. Specific Experience – similar or provided	• •	ntly being 50
	<ul> <li>B. Personnel – experience of mana projects, etc.</li> </ul>	agement staff, experience in sir	nilar 50
	C. Financial Profile of Company		25
2.	TECHNICAL APPROACH (100 points A. Scope of Services B. Product Quality C. Project Schedule	)	50 50 25
	Total (Financial & Technical)	Maximum of Points	300

#### **ATTACHMENT "A"**

#### INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 105529 dated 05/17/06

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 105529.

#### WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$ 1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act. Otherwise this limit shall be no less than \$500,000 per occurrence.

#### COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$500,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

#### COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

#### **DEDUCTIBLES**

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the contractor.

#### **UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

## CONTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING: OWNER'S PROTECTIVE LIABILITY—Not Applicable for this project

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

#### BUILDER'S RISK INSURANCE --- Not Applicable for this project

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

### **CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEE	ETING OF THE BOARD OF DIRECTORS OF
INCORPORATED.	
AT THE MEETING OF DIRECTORS INCORPORATED, DULY NOTICED A QUORUM BEING THERE PRESENWAS:	OF, AND HELD ON, NT, ON MOTION DULY MADE AND SECONDED. IT
FACT OF THE CORPORATION WI BEHALF OF THIS CORPORATION AND TRANSACTIONS WITH THE F DEPARTMENTS, EMPLOYEES OR . EXECUTION OF ALL BIDS, PAPER CONTRACTS AND ACTS AND PURCHASE ORDERS AND NOTIC ANY SUCH BID OR CONTRACT	, BE AND IS HEREBY Designated as agent and attorney-inth full power and authority to act on in all negotiations, bidding, concerns parish of Jefferson or any of its agencies, agents, including but not limited to, the s, documents, affidavits, bonds, sureties, to receive and receipt therefor all es issued pursuant to the provisions of tt, this corporation hereby ratifying, accepting each and every such act dattorney-in-fact.
	I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.
	SECRETARY-TREASURER
	DATE:

## **RFP 0204**

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing "for Administrative and Program Support to JeffCap's American Recovery and Reinvestment Act Weatherization Assistance Program" for Jefferson Parish Department of Community Actions, in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP)

Request for Proposals will be received until 4:00 p.m. Local Time

on: wednesday, February 10, 2010.	
(Type Name of Person Authorized to Sign)	
(Company Name and LA. License number if required)	
(Street Address)	
(City, State, Zip Code)	
(Area Code) (Phone Number) (Area Code) (Fax Number)	
(Signature of Person Authorized to Sign)	
(Title of Person Authorized to Sign)	

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

#### REQUEST FOR PROPOSAL RFP 0204

Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing for the "Administrative and Program support services to Jefferson Community Action programs' American Recovery and Reinvestment Act Weatherization Assistance (ARRA) Program"

#### **EVALUATION OF RFP RESPONSES:**

#### THE TOTAL NUMBER OF POINTS USED TO SCORE THIS RFP IS 300

- 1. Financial Proposal Maximum of (50 points)
- 2. Technical Proposal Maximum of (250 points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

- 1. QUALIFICATIONS AND EXPERIENCE (150 points)
- A. Specific Experience similar or large scope of services currently be provided. (50)
- B. Personnel experience of management staff, experience in similar projects. (50)
- C. Financial Profile of Company. (25)
- 2. Technical Approach (100 points)
- A. Scope of Services \_\_\_\_\_(50
- B. Product Quality \_\_\_\_\_(50)
- c. Project Schedule \_\_\_\_\_(25)

TOTAL (Financial & Technical) Maximum of (300 points)

#### PRE-PROPOSAL CONFERENCE: January 22, 2010 @ 10:00 A.M.

JEFFERSON PARISH PURCHASING DEPARTMENT GENERAL GOVERNEMENT BUILDING 200 DERBINGY STREET, SUITE 4400 GRETNA, LA 70053

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE:

JEFFERSON PARISH PURCHASING DEPARTMENT GENERAL GOVERNMENT BUILDING 200 DERBIGNY STREET, STE 4400 GRETNA, LA 70053

UNTIL 4:00 P.M. LOCAL TIME ON WEDNESDAY, February 10, 2010 at 4:00 p.m.

Proposal or Proposals scoring the highest total shall be considered to represent best value and will be recommended to the Jefferson Parish Council for award.

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part and waive informalities, pursuant to the law.

Specifications are available gratis from: <a href="www.jeffparish.net/bids">www.jeffparish.net/bids</a> (click on Bid Downloads) or Jefferson Parish Purchasing Department General Government Building 200 Derbigny Street, Suite 4400 Gretna, LA 70053 (504) 364-2678

Patricia Lassalle Director Purchasing Department Rene' T. Poole, CPPB Chief Buyer Purchasing Department

ADV. TIMES PICAYUNE OFFICIAL JOURNAL: January 7, 14 and 21, 2010